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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCVRS 51010

[ASSIGNED FOR ALL PURPOSES TO THE HONORABLE GILBERT G. OCHOA]

REPLY TO CUCAMONGA VALLEY WATER DISTRICT AND FONTANA WATER COMPANY'S JOINT OPPOSITION TO CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES

Hearing:
Date: February 20, 2026
Time: 10:00 a.m.
Dept: R-17

MEMORANDUM OF POINTS AND AUTHORITIES[1]

I. INTRODUCTION

The Court of Appeal gave unambiguous instructions to this Court to enter an order directing "Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the ***original*** DYY Program agreements, the Judgment, and prior court orders." (Court of Appeal Opinion ("Opinion" or "Op."), issued Apr. 18, 2025, at p. 39, emphasis added [see Request for Judicial Notice ("RJN") in support of Motion, Ex. A].) The 2019 Letter Agreement is not one of the "original" DYY Program agreements and prior court orders. (Op. at p. 39.) Indeed, the Court of Appeal specifically held that the application of the 2019 Letter Agreement to the FY 2021/2022 and FY 2022/2023 Assessment Packages[2] violated the Judgment and original DYY Agreements and DYY Orders creating the DYY Program, holding as follows: "In Watermaster's approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends that Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment and agreements that created the DYY Program. We agree." (Op. at p. 28.)

Ironically, when these issues first arose, Watermaster stated that if Ontario was correct that the exemption of Fontana and CVWD's claimed DYY production from assessments violated the Judgment and the original DYY Agreements, Watermaster could always later amend the Assessment Packages. As held by the Court of Appeal:

> In response to Watermaster's proposed FY 2021/2022 Assessment Package, on November 1, 2021, Ontario requested an explanation for the exemption of 23,000 AF of groundwater produced from the DYY Program. Ontario claimed such exemption was inconsistent with the Judgment which required its assessment. On November 18, 2021, Watermaster Board directed its staff and legal counsel to evaluate Ontario's concerns. Nonetheless, that same day, Watermaster Board approved the FY 2021/2022 Assessment Package; its staff noted that, if warranted, the assessment package could always be changed retroactively.

[1] In the interest of efficiency, Ontario addresses issues common to the Opposition Briefs filed by Fontana, CVWD, Watermaster, and IEUA in this Reply to Fontana and CVWD's Joint Opposition. Other issues are addressed in Ontario's Reply to Watermaster's Opposition Brief and/or Ontario's Reply to IEUA's Opposition Brief.

[2] As used herein, "Assessment Packages" refers to the FY 2021/2022 and FY 2022/2023 Assessment Packages at issue in this case.

(Op. at p. 26.) And yet, here we are. Watermaster, together with Fontana, CVWD, and IEUA (collectively "Opposing Parties"), are continuing to waste this Court's limited resources, rearguing issues that already have been raised and rejected by the Court of Appeal, and making speculative and unsubstantiated excuses in an effort to convince this Court that Watermaster need not correct the Assessment Packages to fix the unlawful cost-shifting that resulted from Watermaster and the Opposing Parties' collective failure to abide by the Judgment, DYY Agreements, and DYY Orders.

There is simply no logical or legal basis to allow Watermaster and Opposing Parties to relitigate issues already adjudicated by the Court of Appeal concerning the DYY Program, including, among others, the requirement that a party have a Local Storage Agreement and the Court of Appeal's clear direction that the Assessment Packages must be corrected and amended consistent with "the ***original*** DYY Program agreements, the Judgment and prior court orders," which, by the unambiguous language, does not include the 2019 Letter Agreement. Allowing the parties to relitigate these issues only serves to reward those parties for their wrongful conduct and runs directly contrary to the policy of avoiding duplication of effort in trial court proceedings. (See, e.g., Civ. Code, § 3517 ["No one can take advantage of their own wrong."].) It also would give Watermaster and Opposing Parties a second bite at the apple and potentially produce inconsistent results. (*Hoopes v. Dolan* (2008) 168 Cal.App.4th 146, 158.) *Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1244 is also instructive on this issue, for the reason that findings made in the first phase of a bifurcated trial operate as a form of quasi-collateral estoppel to preclude a party from relitigating issues adjudicated in the first phase, or issues that could have been raised but were not. Collateral estoppel, or issue preclusion, is one aspect of the broader doctrine of res judicata, which operates to prevent relitigation of a cause of action that has been adjudicated. (*Gottlieb v. Kest* (2006) 141 Cal.App.4th 110, 147-148.)

The Court of Appeal recognizes what Watermaster and Opposing Parties clearly do not: this is a math exercise. This is not a time to reargue issues that Watermaster and the Opposing Parties lost, or to introduce new arguments that were never raised, or to speculate about what may (or may not) happen next, or to argue that Opposing Parties did not understand the financial harm

to Ontario[3] or that "they were not parties to the underlying challenge such that they were on notice of the remedy that Ontario would be seeking"[4] when the Opposing Parties' own prior filings and the record in this case indisputably prove otherwise. (See FWC and CVWD Opposition to Ontario's Application ("2022 Joint Opp."), filed Mar. 25, 2022, at p. 4:7.)

Ontario is the prevailing party on appeal and the Remittitur, issued almost 10 months ago, unambiguously directs this Court "to enter new orders granting Ontario's challenges, and directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages" "consistent with the original DYY Program agreements, the Judgment, and prior court orders." (Op. at p. 39.) There is no cause for further delay.

II. ARGUMENT

A. The Remittitur Defines the Trial Court's Jurisdiction to Act.

When a decision on appeal reverses with directions, the trial court is "reinvested with jurisdiction of the cause, but only such jurisdiction as is defined by the terms of the remittitur. The trial court is empowered to act only in accordance with the direction of the reviewing court; action which does not conform to those directions is void." (*Hampton v. Superior Court* (1952) 38 Cal.2d 652, 655; see also *English v. Olympic Auditorium, Inc.* (1935) 10 Cal.App.2d 196, 201-202.) The rule requiring a trial court to follow the terms of the remittitur is jurisdictional in nature, and "[t]he issues the trial court may address in the remand proceedings are therefore limited to those specified in the reviewing court's directions…." (*Ayyad v. Sprint Spectrum, L.P.* (2012) 210 Cal.App.4th 851.) "[I]f the reviewing court does not direct the trial court to take a particular action or make a particular determination, the trial court is not authorized to do so." (*Ibid.*)

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[3] Joint Opp. at p. 6.
[4] *Id.*

B. Opposing Parties Continue to Advance Arguments That Are Contrary to the Direction and Decision of the Court of Appeal.

1. The Court of Appeal Expressly Held That Fontana Cannot Participate in the DYY Program Because Fontana Does Not Have a Local Agency Agreement.

Incredibly, Fontana and Watermaster[5] continue to advance the theory that Fontana should be able to participate in the DYY Program even though it does not have a Local Agency Agreement.[6] As held by the Court of Appeal:

> As Ontario points out, the effect of the 2019 Letter Agreement (as interpreted and applied by Watermaster) was to "defy the rules set forth in the documents that establish and govern the operation of the DYY Program, including the 2003 Funding Agreement, the 2003 court order adopting it, and the DYY Storage agreement and its associated court order" by allowing FWC (a nonparty) to voluntarily produce water from the program storage account without a Local Agency Agreement…. We agree.

(Op. at p. 30.) Watermaster and Opposing Parties' continued contention that Fontana still should benefit from their claimed production of DYY water has been flatly rejected by the Court of Appeal. There is no scenario where Fontana can be allowed to participate and benefit from the DYY Program without a Local Agency Agreement. Indeed, as held by the Court of Appeal, allowing Fontana to lay claim to DYY water is a direct violation of the rules set forth in the original DYY Agreements and DYY Orders. (*Ibid.*)

2. The 2019 Letter Agreement Is Not One of the Original DYY Program Agreements and Orders and Has No Bearing on the Correction and Amendment of the FY 2021/2022 and 2022/2023 Assessment Packages.

The Court of Appeal expressly ordered that the Assessment Packages be amended in accordance with the "original" DYY Agreements, DYY Orders, and the Judgment. (Op. at p. 39.)

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[5] Watermaster put forward its own "COA Interpretation" via spreadsheets circulated as part of workshops. (FWC/CVWD RJN, Ex. H.) Under Watermaster's proposed revisions to the Assessment Packages, Fontana is entitled to claim DYY production and/or DYY "transactions" (an undefined term) which would continue to allow Fontana to financially benefit from the DYY Program in FY 2021/2022 and FY 2022/2023 even though Fontana never had, and still does not have, a Local Agency Agreement.

[6] See, e.g., Joint Opposition Brief ("Joint Opp.") at p. 5 [claiming this would be a "draconian" penalty on both Fontana and Cucamonga], pp. 10-13 [citing to "roll-off" requirements under Exhibit G to the Funding Agreement, even though Fontana has no ability to "roll-off" because it does not have a Local Agency Agreement and, therefore, does not have Exhibit G performance criteria], p. 16 [claiming financial impacts to Fontana].

The 2019 Letter Agreement is not one of the original DYY Program agreements and orders, nor is it part of the Judgment. Indeed, the Court of Appeal went to great lengths to describe the original DYY Agreements and Orders that gave rise to the DYY Program. (Op. at pp. 8-12.) Later in the Opinion, the Court of Appeal held as follows:

> In challenging Watermaster's approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment *and the agreements that created the DYY Program*. We agree.

(Op. at p. 28, emphasis added.) The Court of Appeal continued:

> As Ontario points out, the effect of the 2019 Letter Agreement … was to "defy the rules set forth in the documents that establish and govern the operation of the DYY Program, including the 2003 Funding Agreement, the 2003 court order adopting it, and the DYY Storage Agreement and its associated court order." … We agree.

(Op. at p. 30.)[7] Importantly, Watermaster and the Opposing Parties cite to ***no authority*** in "the original DYY Program agreements, the Judgment and prior court orders" that would allow:

- a party without a Local Agency Agreement to participate in the DYY Program, or
- a party to claim or get credit for claimed DYY production in a non-call year.

As previously briefed and decided by the Court of Appeal, the original DYY Agreements and Orders do not allow a party without a Local Agency Agreement to participate in the DYY Program, and do not allow the production of DYY water unless there is a "call" by Metropolitan.[8] While Fontana and CVWD feign surprise when it comes to these issues, the reality is that Ontario raised both the Local Agency Agreement requirement and the significance of a "call" versus "non-call" year, from the outset of the litigation. (Ontario Combined Reply to Oppositions ("Combined Reply"), filed May 27, 2022, at p. 12.) Indeed, the very purpose of the 2019 Letter Agreement was to circumvent the requirement under the original DYY Agreements and Orders that limited DYY

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[7] Ironically, at the time of signing the 2019 Letter Agreement, Watermaster did not believe that the 2019 Letter Agreement was either binding or necessary. "At the Ap Pool's meeting on September 13, 2018, Watermaster's General Manager (Peter Kavonas) noted that 'some proposed changes' to the DYY Program had been circulated, and he planned to sign it 'on behalf of Watermaster but 'the changes don't commit Watermaster to – to anything.'" (Op. at p 13.)

[8] Motion for Order Directing Watermaster to Correct and Amend Assessment Packages at pp. 5-7.

production to "call" years in order to allow Fontana and CVWD to claim "voluntary" DYY production in a non-call year. (Op. at p. 14.)[9]

3. The Court of Appeal Understood That Correcting the Assessment Packages Would Financially Impact Fontana and CVWD Who Would No Longer Be Able to Profit from the Improper Cost-Shifting That Occurred.

Fontana and CVWD complain that correcting and amending the Assessment Packages will result in the recharacterization of their previously (and improperly) claimed DYY production because they now will not be able to shield this water from assessments and instead will have to pay what is due – just like everyone else. (Joint Opposition Brief ("Joint Opp.") at p. 10.) Yes. That is what was ordered by the Court of Appeal:

> [A]n Operating Party (CVWD) has voluntarily produced double its allocated shares of stored water from the DYY Program storage account, a nonparty has voluntarily produced stored water from the DYY Program storage account, Watermaster has exempted these voluntary productions from assessment, and Ontario's rights were materially affected when its assessments for both FY 2021/2022 and FY 2022/2023 increased due to the exemption of voluntary production of water from the DYY storage account.
>
> ….
>
> The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies when Watermaster interpreted and applied the 2019 Letter Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages.

(Op. at pp. 35, 38.) The whole purpose of the Court of Appeal's direction and decision is to correct and amend the FY 2021/2022 and FY 2022/2023 Assessment Packages to redress the unlawful cost-shifting that occurred. This means that Fontana and CVWD will have to pay more as a result of the correction of the Assessment Packages. It also means that Ontario and other adversely impacted Operating Parties and local agencies will have to pay less. (*Id.* at pp. 35, 38.)

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[9] The Court of Appeals described the significance of a "call" year requirement and its relation to the 2019 Letter Agreement as follows: "This increase in stored water prompted the Operating Committee to explore the potential [of] allowing voluntary withdrawal of water, as opposed to mandatory withdrawal via a Metropolitan call…. Thus, in 2018 IEUA proposed revising the DYY Program, 'to increase flexibility for the parties in the Chino Basin by allowing the region to choose when to buy-out the DYY account [(voluntary take)] without waiting for [a Metropolitan] 'call year' [(mandatory take)]." (Op. at p. 12.)

As described in Ontario's prior Status Conference Statement, the necessary amendments to correct the Assessment Packages boil down to reducing Fontana and CVWD's claimed production number in the DYY Storage and Recovery Program to zero, and accounting for this water as part of Fontana and CVWD's Total Production for FY 2021/2022 and FY 2022/2023. (Ontario's Suppl. Status Conf. Statement, filed Oct. 29, 2025, at p. 4, fn. 3.)[10] The parties' Total Production, in turn, is part of both the calculation of general assessments and is part of the formula to calculate DRO assessments. (Op. at pp. 7, 35; Peace II Agreement, Section 6.2.(b)(iii).) Indeed, this through-line is actually seen in the Assessment Packages, which show the use of the *same* Storage and Recovery numbers and the parties' Production numbers to calculate general assessments *and* for the purpose of calculating DRO assessments. Compare:

- Assessment Package at pp. 9.1 (Water Production Overview) and 10.1 (Water Production Summary) and at p. 20.1 (Remaining Desalter Replenishment Obligation) – the numbers in the "Storage and Recovery Program(s)" are the *same* numbers used in the spreadsheets showing the calculations of *both*, and all factor the parties' water production into the calculations;
    - Assessments Due – Assessment Package at p. 8.1, the first column 8A ("AF Production and Exchanges") is identical to Total Production and Exchanges at p. 10.1, column 10K; and
    - Remaining Desalter Replenishment Obligation at p. 20.1, "Physical Production" column used in "Calculating the Adjusted Physical Production" for the Desalter Replenishment Obligation.

(See Declaration of Courtney Jones in Support of Replies, filed concurrently herewith, ¶ 4, Exs. A-B; see also RJN, Exs. C-D.) Again, the Opposing Parties pretend to be surprised that reversing (zeroing out) their previously claimed DYY production impacts both the general production assessments of Watermaster fixed costs and the calculation of the DRO assessments, but these were

[10] Properly accounting for this water includes changes to Fontana's and CVWD's production numbers and correspondingly must be accounted for as part of tracking MWD's DYY storage balance (e.g., how much water is left in the account). These issues, raised by both Opposing Parties and IEUA, are addressed in Ontario's Reply Brief to IEUA's Opposition, filed herewith.

issues raised by Ontario from the very beginning.[11] Any argument by Watermaster and Opposing Parties now that the required changes to Fontana and CVWD's production numbers should apply to some calculations (general assessments) but not to others (DRO) is not only inconsistent with the Court of Appeal's order, it also is a transparent attempt to avoid paying approximately half of what these parties owe.

The Court of Appeal did not cherry pick what portions of the Assessment Packages should be amended, and which should not. Instead, the Court's unambiguous instruction was for the whole of the Assessment Packages to be amended – top to bottom – "consistent with the original DYY Program agreements, the Judgment, and prior court orders." (Op. at p. 39.)

4. The Four Reserved Issues Do Not Need to Be Resolved in Order to Correct and Amend the Two Prior Assessment Packages.

Although the Court of Appeal's decision separately directs the parties to resolve four issues prior to judicial intervention, the Court of Appeal specifically held that resolution of those issues is not necessary to correct and amend the two Assessment Packages at issue. (Op. at p. 25.) In other words, the Court of Appeal did not take the position that Watermaster could wait to "correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages" until after the parties resolved the four remaining issues. (*Ibid*.) The Court of Appeal unequivocally directed the Watermaster to correct its errors. (Op. at p. 39.) That is the directive that Ontario now asks this Court to follow.

One of the four reserved issues is the "*future* viability and application of the 2019 Letter Agreement." (*Ibid.*, emphasis added.) In other words, parties may move through the required approval process for the Court to amend the original 2004 DYY Storage and Recovery Agreement to create a voluntary program for DYY similar in substance to the 2019 Letter Agreement. However, whatever may happen in the future relative to the 2019 Letter Agreement does not affect what happened in the past. The Court of Appeal already has held that the 2019 Letter Agreement was improperly applied to the FY 2021/2022 and FY 2022/2023 Assessment Packages.

[11] See, e.g., Combined Reply at pp. 20-24 [discussing the financial windfalls to Fontana and CVWD stemming from the exclusion of their claimed "voluntary" production from the calculation of general assessments relating to Watermaster fixed costs and the financial impacts as relating to the calculation of DRO assessments].

C. Opposing Parties' Arguments Are Without Merit and Are Directly Contradicted by the Record in This Case.

In what only can be described as a desperate maneuver, Opposing Parties advance a range of arguments that have no basis in fact and are directly contradicted by the record.[12] These should be summarily disregarded by the Court:

- Opposing Parties' Claim: Fontana and CVWD are "two parties who are caught in the middle of what is essentially a fight between Ontario on the one hand, and Watermaster and IEUA on the other." (Joint Opp. at p. 13.)
    - Fact: In their original briefing, Fontana and CVWD self-identified themselves as the primary targets of Ontario's challenges. (2022 Joint Opp. at p. 4:7 ["FWC and CVWD are among the primary targets of the Ontario filing."].)
- Opposing Parties' Claim: "Fontana and Cucamonga were not parties to the underlying challenge such that they were on notice of the remedy that Ontario would be seeking – and indeed, until Ontario filed this Motion, Fontana and Cucamonga did not understand what exactly Ontario was claiming as a financial injury." (Joint Opp. at p. 6.)
    - Fact: In their original briefing of the underlying challenges, Fontana and Cucamonga made the same arguments they are advancing now that, if Ontario is successful, it would cost Fontana and Cucamonga "millions." (2022 Joint Opp. at p. 4:7-12 ["Court approval of Ontario's application on the merits would cost FWC and CVWD millions of dollars in back-charged assessments based upon their legitimate past decisions to pump water under the Dry Year Yield Program[], cause significant financial and other impacts to virtually all appropriators in past, current and future years, and create a chilling effect on participation in the DYYP by FWC and CVWD, if not all appropriators going forward."].)

[12] It is possible that new counsel for Fontana and CVWD do not understand the issues and arguments raised by their clients in the original challenges and on appeal. As a result, giving counsel the benefit of the doubt, at best they inadvertently misrepresent these issues. Regardless, it must be noted that California imposes a broad, affirmative duty of candor, and attorneys may not knowingly make false or misleading statements or fail to correct prior misstatements. (Cal. Rules Prof. Conduct, rule 3.3.)

- Fact: Ontario's financial injuries, including the impact of Fontana and CVWD's improper cost-shifting to the calculation of *both* the general assessments and DRO assessments, was detailed, at length, from the very beginning of this case. (Combined Reply at pp. 20-24.)

- Opposing Parties' Claim: "Filing this Motion just days after the first mediation session – and before the second session occurred – reflects a calculated decision to abandon the Court-ordered process in favor of unilateral litigation pressure" and "Ontario's Motion is Premature." (Joint Opp. at p. 9.)
  - Fact: Ontario participated in good faith in two mediation sessions and multiple negotiations both between and after the conclusion of formal mediation. The deadline for the filing of Ontario's Motion was driven by a statutory deadline based on the February 6, 2026 hearing date. (Code Civ. Proc., § 1005, subd. (b).) Fontana and CVWD were represented by counsel at the October 31, 2025 status conference when the hearing was set. (Declaration of Meredith E. Nikkel, filed Feb. 5, 2026, Ex. A at p. 2.)

Fontana and CVWD's assertions are baseless and not credible. And they do nothing to change the outcome of this case or the Court of Appeal's decision.

III. CONCLUSION

Watermaster and the Opposing Parties may not like the Court of Appeal's decision. But they cannot change it, they cannot rewrite it, and they cannot skirt the consequences of their prior actions. Fontana and CVWD tried to claim DYY production in order to avoid the payment of their fair share of production assessments and DRO assessments, and Watermaster let them do it. (Op. at pp. 38-39.) Now, the Court of Appeal has unequivocally held that these parties were wrong and ordered this Court and Watermaster to correct and amend the Assessment Packages "consistent with the original DYY Program agreements, the Judgment, and prior court orders." (*Ibid.*)

As the prevailing party, Ontario respectfully requests that the Court grant this Motion and adopt Ontario's Proposed Order submitted to this Court.

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Dated: February 11, 2026

STOEL RIVES LLP

By: _____
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CHINO BASIN WATERMASTER
Case No. RCVRS 51010
Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On February 11, 2026, I served the following:

1. REPLY TO CUCAMONGA VALLEY WATER DISTRICT AND FONTANA WATER COMPANY'S JOINT OPPOSITION TO CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by the United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:
See attached service list: Mailing List 1

/___/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/___/ BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.
See attached service list: Master Email Distribution List

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 11, 2026, in Rancho Cucamonga, California.

By: Ruby Favela Quintero
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